

AG Contract No. KR03-0308TRN
ADOT ECS File No. JPA 02-199
TRACS No.: H 6159 01C
Project: TEA-077-A(005)
Section. SR 77, Miracle Mile Rd.
to Prince Road
City of Tucson Contract No.: 0484-03
EX A to Resolution No : 19572

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF TUCSON

THIS AGREEMENT is entered into 21st May, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY of Tucson acting by and through its MAYOR and CITY COUNCIL, the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 11-952 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Such project within the boundary of the City has been selected by the State; the survey of the project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

4. It is to the mutual advantage of the State and the City to provide sidewalks within the right-of-way on the west side of US 77, Oracle Road, between Miracle Mile and Prince Road. The State hereto agrees to design and the City agrees to bid, build and maintain the sidewalks, hereinafter referred to as the "Project". The purpose of this agreement is to define each party's responsibility.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows.

NO. 26010
Filed with the **Secretary of State**
Date Filed: 05/21/03

Janice K. Brewer
Secretary of State

By: Vincent Traenkle

5. The work embraced by this agreement and the estimated cost for the construction of a new sidewalk on the west side of Oracle Road from Prince to Miracle Mile is as follows:

Design TRACS No. H6159 01C

Estimated Design Cost are as follows:

Federal Aid Funds @ 94.3%	\$ 299,000.00
State Funds @ 5.7%	\$ 17,000.00
Total estimated cost	<u>\$ 316,000.00</u>

II. SCOPE OF WORK

1. The State will:

a. Prepare to State standards design plans, specifications and other documents and services required for construction bidding and construction of the Project. Incorporate City review comments and upon completion of design, provide the City the design documents for use in constructing the Project.

b. Be responsible for all costs associated with the Project, currently estimated at \$316,000.

c. After bid opening and award of a construction contract by the City, make progress payments to the City for the direct actual cost of the construction of the Project, plus construction engineering, within 30 days after receipt and approval of an invoice. The State will review claims for construction change orders as to eligibility for State and Federal funding.

2. The City will:

a. Review the design documents and provide comments.

b. Construct the Project using the State's design documents, call for bids and award the Project construction contract, and administer same and make all payments to the contractor(s).

c. After the award of the construction contract, invoice the State for progress payments for direct actual cost of the construction of the project, plus construction engineering, currently estimated at \$316,000. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City. Submit in a timely manner proposed construction change orders to the State for approval.

d. Upon completion of construction and acceptance of the Project, maintain the Project between Miracle Mile Road and Prince Road on the west side of SR 77, Oracle Road, and repair of sidewalks.

e. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona department of Transportation's "Uniform Traffic Control Manual".

III. MISCELLANEOUS PROVISIONS

1 This agreement shall remain in force and effective until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party

2 This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual, unless assumed by another entity.

3 This agreement shall become effective upon filing with the Secretary of State.

4 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

5 The provisions of Arizona Revised Statutes Section 35-214 pertaining to State audit are applicable to this contract. In the event of such an audit, the City will bear all costs associated therewith.

6 In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows.


Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

City of Tucson
Transportation Director
P.O. Box 27210
Tucson, AZ 85726-7210

8 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

CITY OF TUCSON

By 

ROBERT E. WALKUP
Mayor

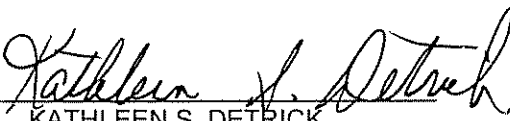
STATE OF ARIZONA

Department of Transportation

By 

SUSAN TELLEZ
Contract Administrator

ATTEST.

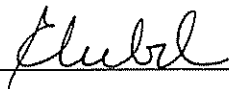
By 

KATHLEEN S. DETRICK
City Clerk

APPROVAL OF THE CITY OF TUCSON ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and CITY OF TUCSON, declare this agreement to in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement

DATED this 18 day of April, 2003



Attorney

ADOPTED BY THE
MAYOR AND COUNCIL

MAY 05 2003

RESOLUTION NO. 19572

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND
AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT WITH STATE OF
ARIZONA FOR THE CONSTRUCTION AND MAINTENANCE OF SIDEWALKS
WITHIN THE RIGHT-OF-WAY ON THE WEST SIDE OF STATE ROUTE 77,
ORACLE ROAD, BETWEEN MIRACLE MILE AND PRINCE ROAD; AND
DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
TUCSON, ARIZONA, AS FOLLOWS:

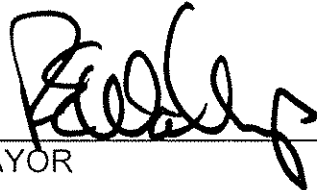
SECTION 1. The Intergovernmental Agreement with State of Arizona for
the Construction and Maintenance of Sidewalks within the Right-of-Way on the West
Side of State Route 77, Oracle Road, between Miracle Mile and Prince Road, attached
hereto as Exhibit A, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute
said Intergovernmental Agreement for and on behalf of the City of Tucson and the City
Clerk is directed to attest the same.

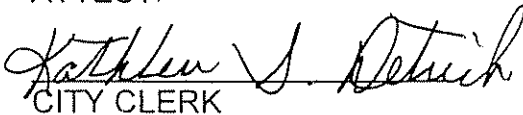
SECTION 3. The various City officers and employees are authorized and
directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, MAY 05 2003


MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER


EU:csv
04/17/2003 4:29 PM

Certificate of Clerk

• *City of Tucson* •

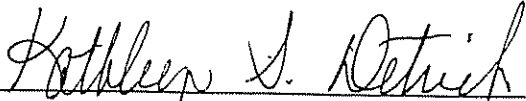
State of Arizona
County of Pima

} ss

I, Kathleen S. Detrick, the duly appointed and qualified City Clerk of the City of Tucson, Arizona, do hereby certify that the foregoing is a true and correct copy of Resolution No. 19572 which was passed and adopted by the Mayor and Council of the City of Tucson, Arizona, at a meeting held on May 5, 2003, at which a quorum was present, by the affirmative vote of not less than five-sixths of the Council, taken by ayes and noes.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Tucson, Arizona on May 13, 2003.

Total of 2 page(s) certified.



City Clerk